to the non-attaching creditors. The lien of attachment is quite as effective a security as the qualified property right in a lien or pledge created by act of the parties. Whatever the means employed, the result is to secure the attaching creditor, and it is the result rather than the means of accomplishing it which section 60 a contemplates.

An adjudication, it is said, vacates the lien of an attachment obtained within the four months' period. But that is not strictly so. An adjudication vesting title in the trustee gives him the right and power to set aside such an attachment just as he may set aside a fraudulent preference or an assignment. Until the trustee sets it aside, the creditor remains secured, retaining his lien as he would property absolutely transferred to him. The distinction is merely one of possession. Consequently, if the lien or the absolute transfer be void, the creditor must surrender to prove his claim. Moreover, even granting that an adjudication works a surrender of the lien of an attachment, still when an attachment creditor files his petition, and that petition is being investigated with a view to an adjudication, that creditor is as a matter of fact a secured creditor. Consequently, it would seem difficult to justify the extending of an advantage to a creditor secured by an attachment which is denied to a creditor otherwise secured.—L. S. L.

RIGHT OF RE-ENTRY.—The Court of Appeals in New York was recently called upon for the first time to define the term "re-entry" —to determine whether it meant simply the right to maintain an action in ejectment, or the right to recover the possession and enjoyment of a former estate for condition broken by any legal remedy. A divided bench held "re-entry" was a highly technical and narrow term which permitted of recovery by ejectment only. *Michaels* v. *Fishel* (1902) 6. 2 N. E. 425.

The court in reaching this decision lays down the doctrine that "at common law the right of re-entry, except where re-entry can be made without force, is simply the right to maintain ejectment." Further in the opinion it says "Re-entry was coeval with the common law in origin." This last statement is admirably borne out by a long line of writers on the common law, including FLETA, BRACTON and COKE, and it represents well-settled doctrine. But this fact is a most serious stumbling-block in the way of reaching the court's conclusion, for the action of ejectment was not known in the early days of the common law, but was the judicial growth of the writ of *ejectione firmæ*. Digby, Hist. Real Prop. c. v. This writ was originally used to protect the tenant or lessee against strangers, the first instance being found in the year book of 44 Ed. III, 22, 26. In 1455 it was said by CHOKE, J., in a case in Mich. 33 Hen, VI, 42, 19, that only damages could be recovered in an action on the writ of *ejectione firmæ*, but in 1499 a recovery was allowed of both the term and damages, so it is perfectly accurate to say that the action in ejectment, as such, was not established

till the latter half of the fifteenth century. Adams on Ejectment, 8. The history of the law of real property contradicts the idea that re-entry for several centuries, *i. e.*, till the invention of the writ of ejectment, was an unenforceable right, and seems to indicate that it was enforceable in those early days by such actions as a writ of right or a writ of entry. But, as personal actions were invented and perfected, the disadvantage of real actions became more obvious and they gradually fell into disuse, and, by usage and not by law, a personal action, the writ of ejectment, was exclusively employed to enforce the right of re-entry—in fact, to recover possession under any title whatever. The disuse of real actions continued till they were finally abolished by 3 and 4 Will. IV.

From this the deduction must be made that re-entry should be enforced by any legal remedy suited to its nature and the needs of the times. Summary proceedings were created by statute for the purpose of giving to the landlord speedy repossession and enjoyment of his former estate. Code of Civil Proc. § 2231. All the decisions unite in giving to the landlord immediate relief by summary proceedings when the leases or grants, providing for re-entry, do not use the term specifically but the right is to be inferred from the lease as a whole, and though a few cases have decided that the right of re-entry, where stipulated for by the specific use of that term, cannot be enforced by summary proceedings, *Binby* v. *Casino* (1895) 14 Misc. 346; *Kramer* v. *Amberg* (1889) 53 Hun, 427, these decisions have been by lower courts, and the question may be regarded as adjudicated for the first time in a competent jurisdiction by a court of last resort in this case of *Michaels* v. *Fishel.* In defence of the decision the strongest argument advanced was that "re-entry" was a highly technical term, capable only of the narrow construction, explained heretofore—in other words that it belongs to the class which LITTLETON designates as words of art. This is not justified by the text-writers, for they, from the time of COKE to the present day, treat re-entry broadly and freely as the right of the grantor or lessor to remove the grantee or lessee for condition broken, and to "repossess and enjoy" his former estate. The action of ejectment, when found better suited to ancient conditions than the old real actions, was substituted for them, and so to-day should yield in turn to summary proceedings, since justice and public policy require it and the nature of re-entry does not forbid.

REGULATION OF MEDICAL PRACTICE UNDER THE FOURTEENTH AMENDMENT.—Recent attempts of the legislature of Ohio to regulate the practice of osteopathy, with a view, perhaps, to its abolition, have led to further judicial interpretation of the police power of a State under the Fourteenth Amendment. *State* v. *Gravett* (Ohio, 1901) 62 N. E. 325. The legislature enacted a law requiring all paid practitioners of the arts of healing to prove reasonable